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20 UNITED STATES OF AMERICA

21 UNITED STATES DISTRICT COURT

22 FOR THE CENTRAL DISTRICT OF CALIFORNIA

23 UNITED STATES OF AMERICA,

24 No. CR 24-236(A)-SPG-2

25 Plaintiff,

26 PLEA AGREEMENT FOR DEFENDANT  
SALVADOR PLASENCIA

27 v.

28 SALVADOR PLASENCIA,  
aka "Dr. P,"

Defendant.

29  
30 1. This constitutes the plea agreement between SALVADOR  
31 PLASENCIA ("defendant") and the United States Attorney's Office for  
32 the Central District of California (the "USAO") in the above-  
33 captioned case. This agreement is limited to the USAO and cannot  
34 bind any other federal, state, local, or foreign prosecuting,  
35 enforcement, administrative, or regulatory authorities.  
36  
37

## DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to Counts Six, Eight, Nine, and Ten of the first superseding indictment in United States v. Salvador Plasencia, CR No. 23-236(A)-SPG-2, which each charge defendant with distribution of ketamine, in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(E)(i).

b. Not contest facts agreed to in this agreement.

10                   c.     Abide by all agreements regarding sentencing contained  
11 in this agreement.

12                   d. Appear for all court appearances, surrender as ordered  
13 for service of sentence, obey all conditions of any bond, and obey  
14 any other ongoing court order in this matter.

15                   e. Not commit any crime; however, offenses that would be  
16 excluded for sentencing purposes under United States Sentencing  
17 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
18 within the scope of this agreement.

19 f. Be truthful at all times with the United States  
20 Probation and Pretrial Services Office and the Court.

21                   g. Pay the applicable special assessments at or before  
22 the time of sentencing unless defendant has demonstrated a lack of  
23 ability to pay such assessments.

## THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

27                   b.     Abide by all agreements regarding sentencing contained  
28 in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the first superseding indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

e. Except for criminal tax violations (including conspiracy to commit such violations under 18 U.S.C. § 371), the government agrees not to further criminally prosecute the defendant for any offenses arising out of the defendant's conduct related to Victim M.P. and any money received in connection with that conduct. Defendant understands that the USAO is free to criminally prosecute defendant for any other unlawful past conduct or any unlawful conduct that occurs after the date of this agreement. Defendant agrees that at the time of sentencing the Court may consider the uncharged conduct in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed after consideration of the Sentencing Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

## NATURE OF THE OFFENSES

4. Defendant understands that for defendant to be guilty of the crimes charged in Counts Six, Eight, Nine, and Ten, that is,

1 distribution of ketamine, in violation of Title 21, United States  
2 Code, Sections 841(a)(1), (b)(1)(E)(i), the following must be true:  
3 (1) defendant knowingly distributed ketamine; (2) defendant knew that  
4 it was ketamine or some other federally controlled substance; (3)  
5 defendant acted outside the scope of professional practice; and (4)  
6 defendant acted without a legitimate medical purpose.

## PENALTIES

8       5. Defendant understands that the statutory maximum sentence  
9 that the Court can impose for each violation of Title 21, United  
10 States Code, Sections 841(a)(1), (b)(1)(E)(i), is: 10 years  
11 imprisonment; a 3-year period of supervised release; a fine of  
12 \$500,000 or twice the gross gain or gross loss resulting from the  
13 offense, whichever is greatest; and a mandatory special assessment of  
14 \$100.

15       6. Defendant understands, therefore, that the total maximum  
16 sentence for all offenses to which defendant is pleading guilty is:  
17 40 years imprisonment; a 3-year period of supervised release; a fine  
18 of \$2,000,000 or twice the gross gain or gross loss resulting from  
19 the offenses, whichever is greatest; and a mandatory special  
20 assessment of \$400.

21       7. Defendant understands that supervised release is a period  
22 of time following imprisonment during which defendant will be subject  
23 to various restrictions and requirements. Defendant understands that  
24 if defendant violates one or more of the conditions of any supervised  
25 release imposed, defendant may be returned to prison for all or part  
26 of the term of supervised release authorized by statute for the  
27 offense that resulted in the term of supervised release.

1       8. Defendant understands that, by pleading guilty, defendant  
2 may be giving up valuable government benefits and valuable civic  
3 rights, such as the right to vote, the right to possess a firearm,  
4 the right to hold office, and the right to serve on a jury. Defendant  
5 understands that he is pleading guilty to a felony and that it is a  
6 federal crime for a convicted felon to possess a firearm or  
7 ammunition. Defendant understands that the convictions in this case  
8 may also subject defendant to various other collateral consequences,  
9 including but not limited to revocation of probation, parole, or  
10 supervised release in another case and suspension or revocation of a  
11 professional license. Defendant understands that unanticipated  
12 collateral consequences will not serve as grounds to withdraw  
13 defendant's guilty pleas.

14      9. Defendant understands that under 21 U.S.C. § 862a,  
15 defendant will not be eligible for assistance under state programs  
16 funded under the Social Security Act or Federal Food Stamp Act or for  
17 federal food stamp program benefits, and that any such benefits or  
18 assistance received by defendant's family members will be reduced to  
19 reflect defendant's ineligibility.

20      10. Defendant and his counsel have discussed the fact that, and  
21 defendant understands that, if defendant is not a United States  
22 citizen, the convictions in this case make it practically inevitable  
23 and a virtual certainty that defendant will be removed or deported  
24 from the United States. Defendant may also be denied United States  
25 citizenship and admission to the United States in the future.  
26 Defendant understands that while there may be arguments that  
27 defendant can raise in immigration proceedings to avoid or delay  
28 removal, removal is presumptively mandatory and a virtual certainty

1 in this case. Defendant further understands that removal and  
2 immigration consequences are the subject of a separate proceeding and  
3 that no one, including his attorney or the Court, can predict to an  
4 absolute certainty the effect of his convictions on his immigration  
5 status. Defendant nevertheless affirms that he wants to plead guilty  
6 regardless of any immigration consequences that his pleas may entail,  
7 even if the consequence is automatic removal from the United States.

8           11. Defendant understands that defendant will be required to  
9 pay full restitution to the victim of the offenses to which defendant  
10 is pleading guilty, that is, Victim M.P. Defendant agrees that, in  
11 return for the USAO's compliance with its obligations under this  
12 agreement, the Court may order restitution to persons other than the  
13 victims of the offenses to which defendant is pleading guilty and in  
14 amounts greater than those alleged in the counts to which defendant  
15 is pleading guilty. In particular, defendant agrees that the Court  
16 may order restitution to any victim of any of the following for any  
17 losses suffered by that victim as a result: (a) any relevant conduct,  
18 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to  
19 which defendant is pleading guilty and (b) any counts dismissed  
20 pursuant to this agreement as well as all relevant conduct, as  
21 defined in U.S.S.G. § 1B1.3, in connection with those counts.

## FACTUAL BASIS

23       12. Defendant admits that defendant is, in fact, guilty of the  
24 offenses to which defendant is agreeing to plead guilty. Defendant  
25 and the USAO agree to the statement of facts provided below and agree  
26 that this statement of facts is sufficient to support pleas of guilty  
27 to the charges described in this agreement and to establish the  
28 Sentencing Guidelines factors set forth in paragraphs 14 and 15 below

1 but is not meant to be a complete recitation of all facts relevant to  
2 the underlying criminal conduct or all facts known to either party  
3 that relate to that conduct.

4       At all relevant times to this factual basis, defendant was a  
5 medical doctor licensed to practice in the State of California.  
6 Defendant operated and was the owner of an urgent care clinic, Malibu  
7 Canyon Urgent Care LLC, located in Malibu, California. Defendant had  
8 also applied for and obtained authorization from the Drug Enforcement  
9 Administration ("DEA") to dispense, administer, and prescribe  
10 narcotics and other controlled substances, so long as such  
11 prescriptions were for a legitimate medical purpose and within the  
12 scope of professional medical practice.

13       As a medical doctor, defendant knew that ketamine was a Schedule  
14 III controlled substance as well as a dissociative anesthetic.  
15 Defendant knew that some medical providers used ketamine off-label to  
16 treat depression and other psychiatric conditions, and that such  
17 treatments were not approved by the Food and Drug Administration. At  
18 all relevant times, defendant knew about potential risks associated  
19 with ketamine, including sedation, dissociation, psychiatric events,  
20 abuse and misuse by patients, among others. As defendant's treatment  
21 notes reflected, defendant also believed that patients "should be  
22 monitored by [a] physician when undergoing treatment as a safety  
23 measure."

24       On September 30, 2023, defendant was introduced to Victim M.P.  
25 by one of defendant's own patients who stated that Victim M.P. was a  
26 "high profile person" who was seeking ketamine and was willing to pay  
27 "cash and lots of thousands" for ketamine treatment. Defendant  
28 subsequently contacted Victim M.P. and requested a telehealth visit.

1 Defendant and Victim M.P. spoke by phone and continued to exchange  
2 text communications about Victim M.P.'s request for ketamine.

3 The same day that defendant was introduced to Victim M.P.,  
4 defendant contacted Mark Chavez ("Defendant Chavez"), a medical  
5 doctor who defendant knew had previously owned a ketamine clinic, to  
6 discuss Victim M.P.'s request for ketamine. After defendant Chavez  
7 confirmed he had ketamine vials and lozenges that he could  
8 immediately sell to defendant, defendant informed Victim M.P. that he  
9 could provide him with 9, "maybe 18," doses of ketamine. Victim M.P.  
10 and defendant agreed that defendant would deliver the ketamine to  
11 Victim M.P.'s residence. In response to Victim M.P. asking whether  
12 defendant would stay to administer the ketamine, defendant responded:  
13 "I will give you first dose if you would like and leave supplies with  
14 you."

15 To obtain ketamine for Victim M.P., defendant traveled to Costa  
16 Mesa to purchase ketamine from Defendant Chavez. Defendant Chavez  
17 sold defendant four vials of liquid ketamine, an open box of ketamine  
18 lozenges that had been previously prescribed to a patient whom  
19 defendant did not know, as well as gloves and syringes. Defendant  
20 paid Defendant Chavez \$795.

21 Defendant then traveled to Victim M.P.'s residence, in the  
22 Central District of California, where he injected ketamine into  
23 Victim M.P. and left at least one vial of ketamine with Kenneth  
24 Iwamasa ("Defendant Iwamasa"), Victim M.P.'s personal assistant.  
25 Defendant Iwamasa paid defendant approximately \$4,500.

26 On October 2, 2023, defendant again administered ketamine to  
27 Victim M.P. at his residence. Defendant left additional liquid  
28 ketamine and ketamine lozenges with Defendant Iwamasa, knowing that

1 Defendant Iwamasa did not have medical training and would be  
2 administering the ketamine to Victim M.P. without defendant present.

3 On October 4, 2023, Defendant Iwamasa sent a text message to  
4 defendant indicating that Victim M.P. had run out of ketamine and  
5 needed more. In response, defendant confirmed he could deliver more  
6 ketamine later that day. Defendant subsequently obtained eight vials  
7 of ketamine from Defendant Chavez and traveled to Victim M.P.'s  
8 residence where he administered ketamine to Victim M.P. Defendant  
9 left additional ketamine vials and lozenges with Defendant Iwamasa to  
10 administer to Victim M.P. at a later time. In exchange, defendant was  
11 paid approximately \$3,000.

12 On October 6, 2023, Defendant Iwamasa sent a text message to  
13 defendant asking if he could bring the remaining ketamine and  
14 supplies to Victim M.P. Defendant then traveled to Victim M.P.'s  
15 residence where defendant administered ketamine and left additional  
16 vials of ketamine with Defendant Iwamasa. In exchange, defendant was  
17 paid approximately \$12,000.

18 On October 7, 2023, Defendant Iwamasa informed defendant in text  
19 messages that he "just ran out" of ketamine and requested more. At  
20 approximately 11:29 p.m., defendant responded by text, stating he had  
21 two ketamine vials available and offered to meet Defendant Iwamasa in  
22 Santa Monica, noting: "Im at third street promenade now . . . If You  
23 would like to meet now." On October 8, 2023, at approximately 12:30  
24 a.m., Defendant Iwamasa met defendant near the Third Street Promenade  
25 in Santa Monica to obtain vials of ketamine for Victim M.P., for  
26 which Defendant received payment.

27 On October 10, 2023, Defendant Iwamasa contacted defendant and  
28 requested additional ketamine for Victim M.P. and asked if defendant

1 could meet defendant Iwamasa and Victim M.P. in Long Beach,  
2 California. Defendant then traveled to a public parking lot at the  
3 Long Beach Aquarium, where he administered ketamine to Victim M.P.  
4 while in the backseat of Victim M.P.'s vehicle. Defendant also left  
5 additional vials of ketamine with Defendant Iwamasa. Defendant  
6 Iwamasa paid defendant approximately \$6,500.

7 On October 12, 2023, Defendant Iwamasa again contacted defendant  
8 on behalf of Victim M.P. and asked defendant to deliver more  
9 ketamine. Defendant traveled to Victim M.P.'s residence where he  
10 administered ketamine to Victim M.P. During the treatment, Victim  
11 M.P.'s blood pressure spiked causing Victim M.P. to freeze up.  
12 Notwithstanding Victim M.P.'s reaction, defendant left additional  
13 vials of ketamine with Defendant Iwamasa, knowing that Defendant  
14 Iwamasa would inject the ketamine into Victim M.P.

15 Defendant subsequently placed an order for ten vials of ketamine  
16 through a licensed pharmaceutical company using his DEA license.  
17 After receiving the ketamine, on October 27, 2023, defendant sent the  
18 following text message to Defendant Iwamasa: "I know you mentioned  
19 taking a break. I have been stocking up on the meanwhile. I am not  
20 sure when you guys plan to resume but in case its when im out of town  
21 this weekend I have left supplies with a nurse of mine ...I can  
22 always let her know the plan."

23 The following day, on October 28, 2023, Victim M.P. died from  
24 the acute effects of ketamine. The ketamine that caused Victim M.P.'s  
25 death was not provided by defendant.

26 In total, between September 30, 2023, and October 12, 2023,  
27 defendant distributed twenty 5ml (100mg/ml) vials of ketamine, less  
28 than a full package of ketamine lozenges, and syringes, to Defendant

1 Iwamasa and Victim M.P. Defendant admits that his conduct fell below  
2 the proper standard of medical care and that transfers of ketamine  
3 vials to Defendant Iwamasa and Victim M.P. were not for a legitimate  
4 medical purpose.

5 \* \* \*

6 In connection with a federal investigation into defendant's  
7 distribution of ketamine to Victim M.P., law enforcement personnel  
8 executed search warrants at two residences associated with defendant  
9 on January 25, 2024. Concurrently, Special Agents with the Drug  
10 Enforcement Administration served a subpoena for records from  
11 defendant's medical clinic, Malibu Canyon Urgent Care, relating to  
12 Victim M.P., including any and all medical records and notes.

13 Prior to receiving the subpoena, defendant failed to maintain  
14 adequate medical records documenting medical treatment of Victim  
15 M.P., including the various transfers of ketamine described above.

16 On or before March 1, 2024, in response to the subpoena,  
17 defendant failed to provide all original medical records related to  
18 Victim M.P. and knowingly provided incomplete and inaccurate medical  
19 records, including records that defendant modified after receiving  
20 the subpoena.

21 At the time defendant took these actions, defendant intended to  
22 influence the government's investigation into his distribution of  
23 ketamine to Victim M.P. and Defendant Iwamasa, which is a matter  
24 within the jurisdiction of a department or agency of the United  
25 States, namely, the United States Attorney's Office for the Central  
26 District of California and the Drug Enforcement Administration.

27  
28

## SENTENCING FACTORS

13. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crimes of conviction.

14       14. Pursuant to U.S.S.G. §§ 1B1.2(a) and (c), the parties  
15 stipulate that defendant's conduct described on lines 6-26 of Page 11  
16 satisfies the elements of an offense that is a more serious offense  
17 than the offenses of conviction for purposes of calculating the  
18 applicable Sentencing Guidelines offense level. Accordingly,  
19 pursuant to U.S.S.G. §§ 2D1.1(a)(2), 1B1.2(a), and 1B1.2(c), the  
20 parties stipulate that the Court should calculate the Sentencing  
21 Guidelines with respect to this conduct and apply a base offense  
22 level 14. The parties further stipulate that application of such a  
23 base offense level, which is greater than the base offense level that  
24 would otherwise apply, is independently supported by U.S.S.G.  
25 § 5K2.1. Defendant will not recommend, argue, or otherwise suggest  
26 that the Court impose a base offense level other than 14.

27           15. Defendant and the USAO agree to the following applicable  
28 Sentencing Guidelines factors:

Counts Six, Eight, Nine, Ten

Base Offense Level: 6 [U.S.S.G. §§ 2D1.1(a)(5) & 189 Units of Ketamine (c)(17)]

## Pseudo Count

Base Offense Level: 14 [U.S.S.G. § 2J1.2(a)]

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

16. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

17. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

## WAIVER OF CONSTITUTIONAL RIGHTS

18. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
  - b. The right to a speedy and public trial by jury.
  - c. The right to be represented by counsel -- and if  
have the Court appoint counsel -- at trial. Defendant  
does, however, that, defendant retains the right to be  
represented by counsel -- and if necessary have the Court appoint  
counsel -- at every other stage of the proceeding.

- d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

1                   e. The right to confront and cross-examine witnesses  
2 against defendant.

3                   f. The right to testify and to present evidence in  
4 opposition to the charges, including the right to compel the  
5 attendance of witnesses to testify.

6                   g. The right not to be compelled to testify, and, if  
7 defendant chose not to testify or present evidence, to have that  
8 choice not be used against defendant.

9                   h. Any and all rights to pursue any affirmative defenses,  
10 Fourth Amendment or Fifth Amendment claims, and other pretrial  
11 motions that have been filed or could be filed.

12                   WAIVER OF APPEAL OF CONVICTION

13                  19. Defendant understands that, with the exception of an appeal  
14 based on a claim that defendant's guilty pleas were involuntary, by  
15 pleading guilty defendant is waiving and giving up any right to  
16 appeal defendant's convictions on the offenses to which defendant is  
17 pleading guilty. Defendant understands that this waiver includes,  
18 but is not limited to, arguments that the statutes to which defendant  
19 is pleading guilty are unconstitutional, and any and all claims that  
20 the statement of facts provided herein is insufficient to support  
21 defendant's pleas of guilty.

22                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

23                  20. Defendant agrees that, provided the Court imposes a total  
24 term of imprisonment within or below the range corresponding to an  
25 offense level of 15 and the criminal history category calculated by  
26 the Court, defendant gives up the right to appeal all of the  
27 following: (a) the procedures and calculations used to determine and  
28 impose any portion of the sentence; (b) the term of imprisonment

1 imposed by the Court; (c) the fine imposed by the Court, provided it  
2 is within the statutory maximum; (d) to the extent permitted by law,  
3 the constitutionality or legality of defendant's sentence, provided  
4 it is within the statutory maximum; (e) the term of probation or  
5 supervised release imposed by the Court, provided it is within the  
6 statutory maximum; and (f) any of the following conditions of  
7 probation or supervised release imposed by the Court: the conditions  
8 set forth in Second Amended General Order 20-04 of this Court; the  
9 drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and  
10 3583(d); and the alcohol and drug use conditions authorized by 18  
11 U.S.C. § 3563(b)(7).

12       21. Defendant also gives up any right to bring a post-  
13 conviction collateral attack on the conviction or sentence, except a  
14 post-conviction collateral attack based on a claim of ineffective  
15 assistance of counsel, a claim of newly discovered evidence, or an  
16 explicitly retroactive change in the applicable Sentencing  
17 Guidelines, sentencing statutes, or statutes of conviction.  
18 Defendant understands that this waiver includes, but is not limited  
19 to, arguments that the statute to which defendant is pleading guilty  
20 is unconstitutional, and any and all claims that the statement of  
21 facts provided herein is insufficient to support defendant's plea of  
22 guilty.

23       22. The USAO agrees that, provided (a) all portions of the  
24 sentence are at or below the statutory maximum specified above and  
25 (b) the Court imposes a term of imprisonment within or above the  
26 range corresponding to an offense level of 15 and the criminal  
27 history calculated by the Court, the USAO gives up its right to  
28 appeal any portion of the sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

2       23. Defendant agrees that if, after entering a guilty pleas  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty pleas on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then (a) the USAO will be relieved of all of its  
7 obligations under this agreement; and (b) should the USAO choose to  
8 pursue any charge or any civil, administrative, or regulatory action  
9 that was either dismissed or not filed as a result of this agreement,  
10 then (i) any applicable statute of limitations will be tolled between  
11 the date of defendant's signing of this agreement and the filing  
12 commencing any such action; and (ii) defendant waives and gives up  
13 all defenses based on the statute of limitations, any claim of pre-  
14 indictment delay, or any speedy trial claim with respect to any such  
15 action, except to the extent that such defenses existed as of the  
16 date of defendant's signing this agreement.

EFFECTIVE DATE OF AGREEMENT

18       24. This agreement is effective upon signature and execution of  
19 all required certifications by defendant, defendant's counsel, and an  
20 Assistant United States Attorney.

## BREACH OF AGREEMENT

22        25. Defendant agrees that if defendant, at any time after the  
23 signature of this agreement and execution of all required  
24 certifications by defendant, defendant's counsel, and an Assistant  
25 United States Attorney, knowingly violates or fails to perform any of  
26 defendant's obligations under this agreement ("a breach"), the USAO  
27 may declare this agreement breached. All of defendant's obligations  
28 are material, a single breach of this agreement is sufficient for the

1 USAO to declare a breach, and defendant shall not be deemed to have  
2 cured a breach without the express agreement of the USAO in writing.  
3 If the USAO declares this agreement breached, and the Court finds  
4 such a breach to have occurred, then: (a) if defendant has previously  
5 entered guilty pleas pursuant to this agreement, defendant will not  
6 be able to withdraw the guilty pleas, and (b) the USAO will be  
7 relieved of all its obligations under this agreement.

8       26. Following the Court's finding of a knowing breach of this  
9 agreement by defendant, should the USAO choose to pursue any charge  
10 or any civil, administrative, or regulatory action that was either  
11 dismissed or not filed as a result of this agreement, then:

12           a. Defendant agrees that any applicable statute of  
13 limitations is tolled between the date of defendant's signing of this  
14 agreement and the filing commencing any such action.

15           b. Defendant waives and gives up all defenses based on  
16 the statute of limitations, any claim of pre-indictment delay, or any  
17 speedy trial claim with respect to any such action, except to the  
18 extent that such defenses existed as of the date of defendant's  
19 signing this agreement.

20           c. Defendant agrees that: (i) any statements made by  
21 defendant, under oath, at the guilty plea hearing (if such a hearing  
22 occurred prior to the breach); (ii) the agreed to factual basis  
23 statement in this agreement; and (iii) any evidence derived from such  
24 statements, shall be admissible against defendant in any such action  
25 against defendant, and defendant waives and gives up any claim under  
the United States Constitution, any statute, Rule 410 of the Federal  
Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
Procedure, or any other federal rule, that the statements or any

1 evidence derived from the statements should be suppressed or are  
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 27. Defendant understands that the Court and the United States  
6 Probation and Pretrial Services Office are not parties to this  
7 agreement and need not accept any of the USAO's sentencing  
8 recommendations or the parties' agreements to facts or sentencing  
9 factors.

10 28. Defendant understands that both defendant and the USAO are  
11 free to: (a) supplement the facts by supplying relevant information  
12 to the United States Probation and Pretrial Services Office and the  
13 Court, (b) correct any and all factual misstatements relating to the  
14 Court's Sentencing Guidelines calculations and determination of  
15 sentence, and (c) argue on appeal and collateral review that the  
16 Court's Sentencing Guidelines calculations and the sentence it  
17 chooses to impose are not error, although each party agrees to  
18 maintain its view that the calculations in paragraph 16 are  
19 consistent with the facts of this case. While this paragraph permits  
20 both the USAO and defendant to submit full and complete factual  
21 information to the United States Probation and Pretrial Services  
22 Office and the Court, even if that factual information may be viewed  
23 as inconsistent with the facts agreed to in this agreement, this  
24 paragraph does not affect defendant's and the USAO's obligations not  
25 to contest the facts agreed to in this agreement.

26 29. Defendant understands that even if the Court ignores any  
27 sentencing recommendation, finds facts or reaches conclusions  
28 different from those agreed to, and/or imposes any sentence up to the

maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty pleas, and defendant will remain bound to fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a binding prediction or promise regarding the sentence defendant will receive, except that it will be between the statutory mandatory minimum and the statutory maximum.

NO ADDITIONAL AGREEMENTS

9       30. Defendant understands that, except as set forth herein,  
10 there are no promises, understandings, or agreements between the USAO  
11 and defendant or defendant's attorney, and that no additional  
12 promise, understanding, or agreement may be entered into unless in a  
13 writing signed by all parties or on the record in court.

14	//
15	//
16	//

1                   PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

2                 31. The parties agree that this agreement will be considered  
3 part of the record of defendant's guilty plea hearing as if the  
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
7 CALIFORNIA

8 BILAL A. ESSAYLI  
United States Attorney

9 *Ian Yanniello*  
10 IAN V. YANNIELLO  
11 HAOXIAOHAN CAI  
12 Assistant United States Attorneys

13 *h*  
14 SALVADOR PLASENCIA  
15 Defendant

16 *Dw2m*  
17 DEBRA S. WHITE  
KAREN L. GOLDSTEIN  
18 Attorneys for Defendant SALVADOR  
PLASENCIA

6/13/2025

Date

*6/13/25*

Date

*6/13/25*

Date

18                   CERTIFICATION OF DEFENDANT

19                 I have read this agreement in its entirety. I have had enough  
20 time to review and consider this agreement, and I have carefully and  
21 thoroughly discussed every part of it with my attorneys. I  
22 understand the terms of this agreement, and I voluntarily agree to  
23 those terms. I have discussed the evidence with my attorneys, and my  
24 attorneys have advised me of my rights, of possible pretrial motions  
25 that might be filed, of possible defenses that might be asserted  
26 either prior to or at trial, of the sentencing factors set forth in  
27 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,  
28 and of the consequences of entering into this agreement. No

1 promises, inducements, or representations of any kind have been made  
2 to me other than those contained in this agreement. No one has  
3 threatened or forced me in any way to enter into this agreement. I  
4 am satisfied with the representation of my attorneys in this matter,  
5 and I am pleading guilty because I am guilty of the charges and wish  
6 to take advantage of the promises set forth in this agreement, and  
7 not for any other reason.

8  


9  
6/13/25

10 SALVADOR PLASENCIA  
Defendant

11 Date

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17 CERTIFICATION OF DEFENDANT'S ATTORNEYS

18 I am SALVADOR PLASENCIA's attorney. I have carefully and  
19 thoroughly discussed every part of this agreement with my client.  
20 Further, I have fully advised my client of his rights, of possible  
21 pretrial motions that might be filed, of possible defenses that might  
22 be asserted either prior to or at trial, of the sentencing factors  
23 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
24 provisions, and of the consequences of entering into this agreement.  
25 To my knowledge: no promises, inducements, or representations of any  
26 kind have been made to my client other than those contained in this  
27 agreement; no one has threatened or forced my client in any way to  
28 enter into this agreement; my client's decision to enter into this

1 agreement is an informed and voluntary one; and the factual basis set  
2 forth in this agreement is sufficient to support my client's entry of  
3 guilty pleas pursuant to this agreement.

4 Debra S. White

5 DEBRA S. WHITE

6 KAREN L. GOLDSTEIN

7 Attorneys for Defendant SALVADOR  
PLASENCIA

Date

8 6/13/25

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